

## **SECTION 00060 - REQUESTS FOR BEST AND FINAL OFFERS**

Date : 5/14/2024

Re: Baseball & Softball Turf In-fields for: Heritage Point Regional Park

Dear Sir/Madam:

In conformity with the Request for Proposals issued by the City of Dalton, Georgia, (“the City”) in connection with the above-referenced Project, you are invited to submit in writing your best and final offer for construction of the Project. Any such best and final offer must provide for construction of the Project in accordance with all requirements of the Contract Documents. Any such offer must be **received by the City via email until: 8:00 a.m. on the 16th day of May 2024. Please address your responses to the following email addresses:**

[csharpe@daltonga.gov](mailto:csharpe@daltonga.gov)

[rsissom@daltonga.gov](mailto:rsissom@daltonga.gov)

[kharless@krharchitects.com](mailto:kharless@krharchitects.com)

Any best and final offer submitted should set forth your proposed lump sum contract price as well as any applicable prices for unit price work and alternates as provided in the Contract Documents. In the event you propose any substitution of subcontractors from those previously identified in your Proposal, please identify such subcontractors.

In the event the Board receives no further response from your firm, it will consider your Proposal as previously submitted to be your best and final offer. The Board continues to reserve the right to reject any and all Proposals and to waive any technicalities or informalities. All Proposals, and any response to this request for a best and final offer, are subject to all requirements of the Request for Proposals, the Instruction to Proposers, and all other requirements of the Contract Documents, and the Board expressly reserves any and all rights relating thereto.

Should you have any questions concerning this matter, please contact [csharpe@daltonga.gov](mailto:csharpe@daltonga.gov) and [kharless@krharchitects.com](mailto:kharless@krharchitects.com).

### **Instructions:**

Please complete the attached Proposal Form – Best and Final Offers and submit it to the City by the date and time shown above. The Contractor may adjust any proposed Lump Sum Cost, Alternate costs or included any additional Alternates or information at this time.

**SECTION: 00080 PROPOSAL FORM**

**EXHIBIT / TAB “I”**

**NAME OF PROJECT: BASEBALL & SOFTBALL TURF INFIELDS FOR: HERITAGE POINT REGIONAL PARK**

**NAME OF CITY: THE CITY OF DALTON, GA**

**NAME OF PROPOSED CONTRACTOR:**

Sports Fields Inc  
**(The “Contractor”)**

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from contractors for the construction of: “Baseball & Softball Turf Infields for: Heritage Point Regional Park”, located at 1275 Cross Plains Trail Dalton GA 30721 (the “Project”).

This Proposal is submitted in response to the City’s Request for Proposals dated 4/12/2024.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the Contract Documents. The submission of this Proposal constitutes a representation by the Contractor that it has carefully studied and examined all of the Contract Documents furnished by KRH Architects Inc. (the “Architect”) and such other information as may have been furnished by the City or the Architect including Addendum/Addenda No. 1, 2. Contractor further represents that it has no knowledge of any ambiguities, errors, omissions or other inaccuracies in any of the Contract Documents or other material furnished by the City or Architect in connection with the Project.

The Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor acknowledges that the Contract Documents specifically provide for the assessment of liquidated damages against Contractor in the event of unexcused delay in achieving Substantial Completion or Final Completion of any phase of the work. The liquidated damages to be assessed in the event of unexcused delay in achieving Substantial Completion are \$ 500.00 per calendar day. The liquidated damages to assessed in the event of unexecuted delay in achieving Final Completion of the Work are \$ 200.00 per calendar day. The terms and conditions of liquidated

damages provisions set forth in the Contract Documents are herein incorporated by reference. The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

Attached hereto, and incorporated herein as part of this Proposal, the Contractor submits its qualifications and proposed Synthetic Turf System. The contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

The Contractor proposes and agrees to commence actual construction (i.e, physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place.

Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

Continued

**A. Lump Sum Proposal**

The Contractor proposes to fully and completely construct the Project in conformity with all requirements of the Contract Documents and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the following lump sum price.

Two Million Nine Hundred Eighty-Eight Thousand Nine Hundred and Eighty-Four dollars.  
(\$ 2,988,984.00). (1% Bond is included in total price)

**Included in the lump sum above is an Owner's Contingency of \$150,000 for additional work as directed by the Owner and Architect.**

**B. Subcontractors**

1. List any major subcontractors for work not performed by the prime contractor.
  - a. Site Work and Grading Southern States Grading
  - b. Other (please specify) Turf Installer- ActGlobal
  - c. Other (please specify)

**C. Alternates**

1. Description: Include an alternate price to provide an annual deep cleaning maintenance program for each field as described in section 00020.

Add / Deduct (circle one) \$ 19,626.00

2. Description: Include an alternate price to install additional storm drainage as shown as ALT2 on sheets C1 & C1.1

Add \$36,580.00

Optional Contractor's Alternates - (attached a separate sheet if necessary)

3. Description:

Non-Thatch 1.5" 50oz DXF Turf w/ 60/40 Sand/Rubber Infill

Add / **Deduct** (circle one) \$ (22,224)

Request for Best and Final Offer

4. Description:

Non-Thatch 2" 50oz DXF Turf w/ 60/40 Sand/Rubber Infill

Add / Deduct (circle one) \$ (10,080)

5. Description:

20 Velcro Catcher and Batters Boxes, and 40 Pitchers Lanes

Add / Deduct (circle one) \$ 14,800

If there are any questions concerning this proposal, please contact:

Name Mark Stalnaker

Email mstalnaker@fields-inc.com

Phone 678-472-1323

6. Description: 20 Velcro Inserts @ First,  
Second and Third Base  
Add: \$8,900

**CONTRACTOR:** Sports Fields Inc

By: Mark Stalnaker

Title: President

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

Commission Expiration: